



FINANCE / BUDGET DIVISION
6000 MAIN STREET SW
LAKEWOOD, WA 98499-5027
(253) 512-2269

CLAIM
VOUCHER NO. 94795

DATE	CHECK NUMBER	VENDOR NUMBER	VENDOR	CLAIM VOUCHER NO.
6/15/2021	94795	012864	VISA - 7000	94795

	PURCHASE ORDER NO.	P.O. DATE	INVOICE NUMBER	INVOICE DESCRIPTION	ACCOUNT DISTRIBUTION	AMOUNT DUE
1.			000/Fin 1 05/27/2	PKRC Music License Fees	001.0000.11.571.20.41.082	745.79
2.			000/Fin 1 05/27/2	ND Postage	001.0000.99.518.40.42.002	7.95
3.			000/Fin 1 05/27/2	ND Postage	001.0000.99.518.40.42.002	11.55
4.			000/Fin 1 05/27/2	PK Harry Todd Park Playground	301.0003.11.594.76.41.001	1,076.25
5.			000/Fin 1 05/27/2	PK FSP Playground Engineering	301.0025.11.594.76.41.001	615.00
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
GRAND TOTAL						2,456.54

AUDITING OFFICER'S CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Lakewood, and that I am authorized to authenticate and certify to said claim.

X _____



SCORECARD

Bonus Points
Available
115,946

Account Summary

Billing Cycle		05/27/21
Days In Billing Cycle		31
Previous Balance		\$1,463.17
Purchases	+	2,456.54
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$1,463.17
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE **\$2,456.54**

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$6,467.00
Available Cash	\$7,543.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:
www.MyCardStatement.com



Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$2,456.54
MINIMUM PAYMENT	\$74.00
PAYMENT DUE DATE	06/21/2021

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE, AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/28/21	04/29/21	7399	24692161119100069271962	ASCAP LICENSE FEE 800-505-4052 NY	\$745.79
04/28/21	04/30/21	8911	24910161119013831834643	BEYLER CONSULTING 253-3014157 WA	\$615.00
05/12/21	05/13/21	9402	24137461133001448511517	USPS PO 5483460063 LAKEWOOD WA	\$7.95
05/17/21	05/17/21	6010	1 1137200863000100	PAYMENT - THANK YOU	\$1,463.17 -

CITY OF LAKEWOOD
FINANCE NO 1

HERITAGE BANK

Account Number: ##### 7000

Closing Date: 05/27/21

Credit Limit: \$10,000.00 Available Credit: \$6,467.00



Page 3 of 4

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
05/18/21	05/19/21	9402	24137461139001391283423	USPS PO 5483460063 LAKEWOOD WA	\$11.55
05/25/21	05/27/21	8911	24910161146014030285188	BEYLER CONSULTING 253-3014157 WA	\$1,076.25

Additional Information About Your Account

ScoreCard Bonus Points Information as of 05/26/21

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance	Household Balance
	114,565	1,381	0	0	115,946	1,230,450

SCOREMORE ALLOWS YOU TO EARN 2X, 3X, 4X OR MORE ADDITIONAL BONUS POINTS USING YOUR SCORECARD REWARDS CARD WHEN SHOPPING AT PARTICIPATING RETAILERS ONLINE AND IN-STORE. SHOP AT YOUR FAVORITES LIKE MACYS.COM, TARGET.COM PIER ONE AND BANANA REPUBLIC TO SCOREMORE! VIEW ALL PARTICIPATING RETAILERS AT WWW.SCORECARDREWARDS.COM TODAY!

THE HOUSEHOLD BALANCE CONSISTS OF THE TOTAL ACCUMULATED BONUS POINTS FROM ALL ELIGIBLE CARDS PARTICIPATING IN THE HOUSEHOLDING PROGRAM. FOR MORE INFORMATION, VISIT US ONLINE.

Interest Charge Calculation/Plan Level Information

Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	E	\$ 0.00	0.7708%	9.25% (V)	\$ 0.00	
CASH	A	\$ 0.00	1.5000%	18.00%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 2,456.54

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

8356



Credit Card Purchases (Shared cards)

VISA # 7000

Office Depot # _____

COSTCO # _____

Nikki York 05/25/21

PRCS

Employee Name Date

Department/Division

Project # & Account Number (BARS#)	Item Description Reason for Purchase	Anticipated Amount	Actual Amount
301.0003.11.594.76.41.001	Playground engineering	\$ 1,200.00	\$ 1,076.25
Total		\$ 1,200.00	\$ 1,076.25

Instructions: Authorized approver must approve prior to purchase. If actual amount is more than 10% of the anticipated amount second Authorized approver signature is required. Please tape all receipts **smaller** than an 8 ½ x 11 on a sheet of paper (**more than 1 receipt can go on a page**)

Certification & Signatures

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me on behalf of the City of Lakewood.

Nikki York 5/25/21
Employee Signature Date

Mary Dodson 5/25/21
Authorized Approver Date

Serves as Original

Authorized Approval Date
(More than 10%)



May 24, 2021

Douglas Fraser
253-983-7852
dfraser@cityoflakewood.us
City of Lakewood
6000 Main St SW
Lakewood, WA 98499

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: CITY OF LAKEWOOD | HARRY TODD PARK
LOCATION: SW ¼ SECTION 16-19N-02E
ADDRESS: 8928 NORTH THORNE LANE SW, LAKEWOOD, WA 98498
JURISDICTION: CITY OF LAKEWOOD
PARCEL NO: 0219164006, 0219164053, 0219164080 & 2200000021
PROPOSAL NO: P21-0384

Dear Mr. Fraser,

Thank you for the opportunity to work with you. We look forward to assisting you in an effort to create a successful project. Please let me know if you have any questions regarding this contract.

GENERAL PROJECT OVERVIEW

Beyler Consulting, LLC (the Consultant) understands that Douglas Fraser of the City of Lakewood (the Client) own parcel no's 0219164006, 0219164053, 0219164080 and 2200000021, located at 8929 N Thorne Ln SW, City of Lakewood, Pierce County, Washington. This engineering effort will be done in support of the client's intention to install a new playground on the subject parcel.

CORPORATE OFFICE

(253) 984-2900
beylerconsulting.com
5920 100th St. SW, Suite 25
Lakewood, WA 98499

ENGINEERING + SURVEYING

LAND SURVEYING | CIVIL ENGINEERING | STRUCTURAL ENGINEERING | PLANNING & FEASIBILITY STUDIES
PROJECT MANAGEMENT | PERMITTING SERVICES | CONSTRUCTION MANAGEMENT

CONSULTANT'S SCOPE OF WORK

TASK 01. PLAYGROUND FOUNDATION ELEMENTS \$1200

We will prepare structural engineering plans for the proposed all abilities playground. These plans will be based on the information that is provided to us through plans provided to us by the client on May 20th, 2021. The plans will be prepared to meet the 2018 International Residential Code (IRC), 2018 International Building Code (IBC), and any Pierce County or City of Lakewood amended codes. At this time, it is anticipated that Beyler Consulting can begin this work no later than 1 week after approval of contract. This phase duration is expected to be no longer than 1 week from start to delivery of stamped and signed construction documents. This scope of service will include the following:

Final Structural Plan Preparation will include the following:

- Sketches for up to (8) caisson foundation configurations and (1) spread footing configuration (for "Topsy Turny Spinner" equipment)
- Structural Calculations and Report (Vertical and lateral analysis)

These structural plans will include all necessary notes and details and will comply with all local building code requirements. These Initial Plans will be provided to you in a PDF format for your submittal to the City of Lakewood.

TASK 02. CONSULTATION, MEETINGS & COORDINATION T & M

This task is to provide consultation, attend meetings and provide project coordination as necessary for items such as:

- Review and analyze issues affecting the project.
- Coordinate with other consultants retained by the client.
- Respond to requests of the client which lie outside of the scope of work agreed upon.
- Administrative time required to process requests for prints, copies, reports, and other information.

TASK 03. AGENCY REDLINES T & M

Following initial submittals to the reviewing jurisdiction they will provide review comments. It is difficult to anticipate and plan for fees incurred during agency review period and comments can often relate to tangentially involved portions of the design (i.e. relating to playground manufacturer's scope that requires structural coordination).

CONSULTANT'S SCOPE OF WORK

TASK 04. ELECTRONIC AUTOCAD DATA DELIVERABLE \$350

(OPTIONAL)

Please Initial
above if electronic
data is requested

The client may choose to have electronic data provided as a deliverable in the form of an AutoCAD drawing (DWG). If the client chooses to have this deliverable prepared, please initial in the space provided to the left. The additional charge stated will be due at the beginning of the project so that the AutoCAD file can be prepared when the project is completed. If the client does not choose to have the CAD File prepared at the beginning of the project, the fee for preparing the files at a later date will be greater than the fee shown above.

REIMBURSABLES

Reimbursables include: Coordination of any 3rd party subcontractor services, mileage, and necessary copies. Reimbursables will be billed only as necessary and will include a 15% mark-up.

IMPORTANT NOTES

1. Beyler Consulting, LLC reserves the right to stop all work on any project that has an unpaid balance 45-days past the due date of an invoice.
2. Before submittal to a public agency, recording, or delivery of a product to the Client, the project must be paid in full up to the point of said submittal, delivery, or recording.
3. The scope of these services does NOT include any surveying support. Should this become necessary or you would like our support on these services we can provide under an additional services agreement.
4. Construction administration, survey construction staking, and as-built preparation are not included in this proposal. If these become necessary, an additional services agreement to provide these requirements can be provided.
5. Work cannot begin or be scheduled until an owner signed contract, retainer check and supporting documentation requested is received.
6. Tasks cover work up to the initial submittal only. Due to the unknown complexity of issues arising from the permitting process agency revisions cannot be anticipated. We will review comments and then coordinate with you and respond to agency redline comments under separate tasks.
7. **We cannot guarantee permits and this proposal should not be construed as a guarantee of permit.**

PAYMENT OPTIONS

Please Initial
above if choosing
Payment Option 1.

Payment Option 1 - Monthly Billing + Retainer:

A retainer in the amount of **\$600** is required at the time of signing this agreement. Invoicing will continue on a monthly basis for Fixed-Fee and T&M tasks per the original contract. The fixed fee tasks of this contract will total **\$1200**.

If this option is selected, plans are not released until the invoice is paid in full

Please Initial
above if choosing
Payment Option 2.

Payment Option 2 - Payment in Full:

Payment of Fixed Fee Tasks will be paid in full at the signing of this agreement with a discounted price of **\$1050**.

This option will expedite the submittal of deliverables as additional invoicing of Fixed-Fee tasks will not be needed prior to release. Invoicing for T&M tasks will continue per the normal monthly billing cycle. If the AutoCAD Deliverable task is selected as an add-on, an additional **\$350** will be due at the start of the project.

CLIENT AUTHORIZATION

Beyler Consulting, LLC will perform the above scope of work items for the fees listed above after each task.

By signing this document, the Client acknowledges that they have read, understand, and agree to the terms and conditions outlined within this proposal, the attached General Conditions, the Rate Schedule and that a 1.65% technology fee as outlined in the attached fee schedule will be applied to every invoice unless the "Pay-in-Full" option is chosen. The client acknowledges that before submittal to a public agency, recording, or delivery of a product to the Client, the project must be paid in full up to the point of said submittal, delivery, or recording.

Upon receipt of one signed copy of this document and payment, as agreed upon in the selected payment option section of this proposal, Beyler Consulting, LLC will be authorized to commence the above-stated Consultant's Scope of Work and enter the subject parcels as is necessary to perform the above tasks. Retainer payment will be applied to the final project invoice.

Sincerely,



Jordan Henke, SE
Project Manager



ACCEPTANCE BY CLIENT

5/25/21
DATE

ACCEPTANCE BY BEYLER CONSULTING, LLC

DATE

CLIENT BILLING INFORMATION (if different from above or not included):

Phone Number: 253-732-8059 (mary's cell)

Email: mdodsworth@cityoflakewood.us

Billing Address: 6000 Main St SW

City, State, Zip: Lakewood, WA 98499

RATE SCHEDULE

*Effective January 2021**

STAFF RATES:

Project Team Member	Hourly Rate
Principal Engineer, PE	\$175.00
Project Engineer / Engineer III	\$144.00
Senior Engineer / Engineer II	\$139.00
Engineer I	\$134.00
Principal Surveyor, PLS	\$175.00
Project Surveyor	\$144.00
Project Manager II	\$154.00
Project Manager I / Jr. Project Manager	\$140.00
Designer II	\$140.00
Designer I	\$129.00
CAD Technician III	\$129.00
CAD Technician II	\$123.00
CAD Technician I	\$118.00
Construction Coordinator	\$134.00
3-Man Survey Crew	\$264.00
1-2-Man Survey Crew	\$185.00
Administrative Assistant	\$82.00
Project Coordinator	\$90.00
Marketing/Comm Director	\$82.00

- * These rates are subject to change every January. New rates will apply should the job carry over into the next calendar year.

OTHER FEES:

- The Invoice rate is 1.5 billing rate noted when formal testimony is required either in deposition or court.
- 1.65% Technology Fee. This fee covers costs incurred on your project, for your typical internal printing, plotting and reprographics and related computer and software technology usage. Unless a "Payment-In-Full" option is offered by Beyler Consulting and selected by the client
- \$500 CAD File Deliverable (If not requested at time of contract)
- Subconsultant fees, third party courier services or reproducible materials are invoiced at cost plus 15%.
- Overtime rate is charged at 1-½ times the above rate.

GENERAL CONDITIONS

Client and Consultant agree that the following provisions shall be part of their Agreement.

1. **Services.** The consultant will perform for the Client the services described in the Consultant's proposal letter. Services will commence upon the Consultant's receipt of the signed Agreement.
2. **Compensation.** Client shall pay Consultant the amounts identified in the Consultant's Proposal letter.
3. **Reimbursable Expenses.** Reimbursable Expenses, surcharged by 15 percent (15%), are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant in the interest of the Project. These expenses include but are not limited to: subconsultants, printing, copying, courier services, overnight or special mail delivery, mileage, photographs, per diem expenses, and equipment rental.
4. **Invoices.** The consultant will submit periodic invoices to the Client for services. Labor rates for "time and expenses" agreements shall be invoiced at the Consultant's current fee schedule in effect at the time the services were performed. Payment is due upon presentation of an invoice. The client agrees to pay a late payment charge of 1-1/2% per month on past due accounts. All invoices will be deemed accurate and due unless a written objection is submitted to the Consultant within 30 days of the invoice date.
 - 4.1. **Retainer.** If identified in the Consultant's Proposal letter, the Client shall make an initial payment upon execution of this Agreement. Retainers are applied to the final project invoice.
 - 4.2. **Forms of Payment.** If payment by credit card is desired, a 2.5% convenience fee will be added upon payment.
 - 4.3. **Collection Methods.** If payment has not been kept current, collection action will commence, including but not limited to lien-ing of the subject property and/or turning over the unpaid balances to a collection agency.
 - 4.4. **Collection Costs.** If legal action is required to enforce the terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, attorney's fees, court costs and expenses incurred as a result of collection action as well as the value of the Consultant's time spent in connection with the collection action, calculated at the Consultant's prevailing fee schedule.
5. **Extra Services.** If Client requests services outside, at variance with, or changed from the Proposal letter attached hereto, Client agrees to pay for all such services as "extra" or "changed work" on a time and expenses basis in accordance with the Consultant's current fee schedule in effect at the time such services are rendered.
6. **Suspension or Termination of Services.** If the Client fails to pay accounts 45 days past due, such failure shall constitute a material breach of this Agreement. This action gives the Consultant the right to terminate the Agreement and releases the Consultant from liability. The consultant's fee for work provided prior to termination shall become immediately due and payable.
7. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice. Upon termination, the Consultant shall be compensated for all services performed prior to the date of termination, plus reasonable additional expenses that may be incurred in the closing of the project records and activities.
8. **Assignment.** Neither Client nor Consultant shall assign this agreement to any other person or entity without the express, written consent of the other.
9. **Documents.** All documents, including calculations, research, maps, electronic media, drawings, and specifications prepared by Consultant as part of this Agreement are instruments of service and are and shall remain the property of Consultant whether the Project for which they were made is executed or not. Submission to public agencies and Project contractor shall not be deemed publication in derogation of the Consultant's retained rights. Consultant reserves the right to reuse any and all information generated on this Project to assist the Consultant in any future work. The client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.

GENERAL CONDITIONS

- 9.1. **Electronic Media.** The Client may retain copies of drawings, reports, and specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify and hold harmless the Consultant from any and all claims resulting from reuse of, or changes to, the electronic media by the Client or the Client's transferee.
- 9.2. **Preliminary Documents.** The client agrees not to use or permit any other person or entity to use plans, drawings, or other documents prepared by Consultant, which are labeled as "Preliminary" or are not signed, sealed, and released by Consultant. The client agrees to be liable and responsible for any such unauthorized use of preliminary documents and waives liability against the Consultant for their use.
10. **Risk Allocation.** The consultant will exercise its professional judgment in the execution of its services. No other warranties, expressed or implied, are given. The client recognizes the inherent risk of claims associated with the service to be provided by the Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:
- 10.1. To limit the amount of any claim or claims which the Client may make against the Consultant related to this Agreement to the amount of the contract for all contracts of \$3,500 or less, and to the limits of the Consultant's insurance for all other contracts. The type of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, indemnity, contribution, breach of expressed warranty, breach of implied warranty and strict liability.
- 10.2. That the Client will defend, indemnify, and hold harmless the Consultant against any and all claims, damages, and liability arising out of or related to the Agreement that is caused partly or wholly by the act, error or omission of the Client or its employees, agents or consultants. Provided, however, that the Client shall have no duty to indemnify or hold harmless the Consultant if the claim, damages, and liability are caused by the sole negligence of the Consultant. Provided further, that if the claim, damages, and liability are caused by the concurrent negligence of the Client and the Consultant, the Client's duty to indemnify and hold harmless shall be limited to the extent of the Client's contributory negligence.
11. **Disputes.**
- 11.1. **Mediation.** In the event of any dispute between the Client and the Consultant relating to this Agreement, such dispute shall be submitted, at the sole option of the Consultant, to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise.
- Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association, Seattle Chapter, acting under its Construction Industry Mediation Rules. Each party shall pay one half of the mediator's charges and one half of the mediation service charges. Each party shall participate in the mediation process in good faith.
- 11.2. **Litigation.** If the Consultant elects not to mediate or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation upon the termination of mediation. In that case, both parties agree that the venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between parties, the claims that were the subject of the mediation proceedings shall be forever barred.

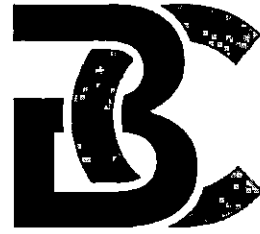
GENERAL CONDITIONS

- 11.3. **Attorney Fees.** In the event litigation between the Client and the Consultant arising out of or related to this Agreement, or the breach or alleged breach thereof, the substantially prevailing party shall be awarded its costs, actual attorney fees, and expert witness fees, including such costs and fees incurred prior to litigation including those incurred about mediation. The substantially prevailing party shall also be awarded compensation for the time spent by its personnel in helping to prosecute or defend the litigation at prevailing billing rates.
- 11.4. **Time Limitation.** Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intention to Litigate and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intention to Litigate.
12. **Opinions of Quantity and Cost.** Since Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are to be made on the basis of the Consultant's experience and qualification and represent the Consultant's best judgment as design professionals generally familiar with the construction industry. However, the Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator. Additionally, earthwork quantity figures are approximations estimated by the Consultant and the actual quantities determined at completion of the Project may vary from the estimates. The consultant does not guarantee an earth balance if a site grading plan is prepared as part of the Project.
13. **Hidden Conditions.** Since the review of an existing site requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the site, the Client agrees not to make any claims against the Consultant if it develops that the conditions actually reviewed do not accurately reflect conditions elsewhere on the site.
14. **Subconsultants.** It is understood that some of the professional services required by this Agreement are of a specialized nature and cannot be provided by Consultant in-house. The consultant may enter into one or more subcontracts for the performance of some of the services undertaken by the Consultant under the terms of this Agreement.
15. **Soils Engineering.** Consultant makes no representation regarding soil conditions unless specifically included in writing in this Agreement, and Consultant is not responsible for any liability that may arise out of the making or failure to make soil surveys, subsurface soil tests, or general soil testing.
16. **Construction Observation.**
- 16.1. The Consultant shall if within the scope of services of this Agreement, visit the site as agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions. The consultant shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the plans and specifications. The Consultant shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or any other persons performing portions of the construction.
- 16.2. **Waiver of Claims.** If the Client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

GENERAL CONDITIONS

17. **Hazardous Materials.** The Consultant shall have no responsibility for the discovery, handling, or removal of hazardous materials in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, or disposal of any hazardous materials located on the Project site and that the Incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client without any responsibility or liability whatsoever of Consultant or their Insurers in regard thereto.
18. **Property Insurance.** The Client shall name the Consultant as an additional insured on the builder's risk insurance policy and any other property policy carried by the Project owner and/or Project prime construction contractor during the construction.
19. **Information Provided by Client.** The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client will provide to the Consultant such information and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
20. **Acceptance.** The consultant's acceptance of this Agreement is not a guarantee of governmental agency approval. The consultant will endeavor to obtain such approvals on the Client's behalf but does not have control over policy decisions or procedures that change during the term of this Agreement and cannot be held responsible for governmental agency actions or timeliness of governmental review.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.
22. **Miscellaneous.**
 - 22.1. If any term of this Agreement is ruled to be unenforceable, all remaining terms shall continue to be in full force and effect.
 - 22.2. This Agreement represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

-End-



BEYLER

CONSULTING

Your payment to Beyler Consulting was successful.

Reference Number:	29954338
Date/Time:	05/25/2021 01:09:41 PM (PST)
Transaction Total:	\$1,076.25
Service Fee:	\$26.25
Payer Name:	City of Lakewood
Amount To Pay #1:	\$1,050.00
Invoice Number(s)/Proposal Number/Client Project Number:	P21-0384
Payment Method:	Visa
Card #:	*****7000

Thank you for your payment.